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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

CHESTER L. HELDERMAN II,  
Plaintiff,

v.

EXPERIAN INFORMATION  
SOLUTIONS, INC.,  
Defendant.

Case No.

**COMPLAINT**

(1) Violation of 15 U.S.C. § 1681e(b)

**JURY TRIAL DEMANDED**

**COMPLAINT**

Plaintiff Chester L. Helderman II (“Plaintiff”), by counsel, states as follows for his Complaint against Defendant Experian Information Solutions, Inc., (“Experian”):

**PRELIMINARY STATEMENT**

1. This is an action for statutory, actual, and punitive damages, costs, and attorneys’ fees under the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* (the “FCRA”).



**PARTIES**

9. Plaintiff is a natural person residing in Daphne, Alabama and, at all times relevant to the Complaint, was a “consumer” as defined by 15 U.S.C. §1681a(c).

10. Experian is a corporation with its principal place of business located at 475 Anton Blvd., Costa Mesa, CA 92626, and is authorized to do business in the State of California including in this District.

11. Experian is a “consumer reporting agency” as defined in 15 U.S.C. § 1681a(f). Experian is regularly engaged in the business of assembling, evaluating, and disseminating information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681a(d) to third parties.

**FACTS**

12. Plaintiff has been stymied by Experian’s false reporting that he is deceased, even though his credit report reflected that he is alive and making payments on multiple credit accounts.

13. Plaintiff wanted to purchase a home for his family and applied for a mortgage in June 2021.

14. Plaintiff’s mortgage broker requested a merged credit file as part of the mortgage application.

15. Experian reported a Consumer Portfolio Services tradeline (“Consumer Portfolio tradeline”) in Plaintiff’s credit file that included an Equal Credit Opportunity Act (“ECOA”) code of “X”, indicating that Plaintiff is “deceased”. The reporting was false because Plaintiff was, and currently is, alive.

16. Experian reported Plaintiff as deceased and without a credit score, based solely on the representation from one creditor associated with the Consumer Portfolio Services tradeline, even though, other activity on Plaintiff’s credit file indicated that he is alive, such as payments being made on Plaintiff’s open and active credit accounts.

1           17. Once a “deceased” notation is placed upon a consumer’s report,  
2 Experian will not calculate and will not provide a credit score for that consumer.  
3 Rather, Experian will report that the consumer’s credit score is “N/A.”

4           18. Experian knows that third party credit issuers require a credit score to  
5 process a given credit application.

6           19. Because of the false reporting, Plaintiff’s mortgage application was  
7 denied. Had Plaintiff been approved, he would have been able to buy a home instead  
8 of paying rent each month.

9           20. Despite Plaintiff’s efforts, Experian has made no material changes to its  
10 reporting. Plaintiff cannot obtain credit when Experian reports him as deceased.  
11 Experian’s reporting caused a severe amount of stress for Plaintiff.

12           21. In addition to the stress and mortgage denial, Experian’s conduct caused  
13 Plaintiff to suffer significant emotional distress.

14                           ***Experian’s Willful Violations of the FCRA***

15           22. Experian has substantial notice and knowledge of the failure of its  
16 business procedures and systems to prevent living consumers from being  
17 inaccurately reported as deceased and without a credit score.

18           23. Experian places a “deceased” notation on a consumer’s credit file and  
19 report when it is advised from any of its many data furnishing sources that a consumer  
20 is purportedly deceased.

21           24. Experian places a “deceased” notation in a consumer’s file whenever a  
22 data furnisher inputs an “X” code in the ECOA field in the Metro 2 format that the  
23 furnisher uses to report account information to the credit reporting agencies,  
24 including Experian.

25           25. However, prior to adding a “deceased” notation to a consumer’s credit  
26 file, Experian does not require or request a death certificate or any other proof of a  
27 consumer’s purported deceased status from the data source that added the “X” code  
28 to its account reporting.

1           26. Experian also does not conduct any independent verification with any  
2 source that a consumer is actually deceased before adding a “deceased” notation to  
3 the consumer’s credit file.

4           27. For example, Experian regularly receives the “Death Master File” from  
5 the Social Security Administration listing all the consumers that the United States  
6 government believes to be deceased, organized by Social Security number. However,  
7 Experian does not cross-reference the Social Security number associated with the  
8 purportedly deceased consumer with the Death Master File to determine if the  
9 deceased notation reported by the furnisher is in fact accurate and contained in the  
10 Death Master File.

11           28. In addition, Experian also fails to consider other conflicting information  
12 in a consumer’s file—such as the opening of new accounts, payments made on  
13 currently open accounts, or the failure of other data furnishers to report the consumer  
14 as deceased—before marking a consumer as deceased.

15           29. Instead, Experian employs no procedures whatsoever to verify the  
16 accuracy of the deceased notation that it receives from its data furnishers.

17           30. This conduct causes consumers to suffer significant damages because  
18 when Experian reports a “deceased” notation in conjunction with one or more of a  
19 consumer’s credit tradelines, Experian’s credit scoring algorithm automatically  
20 reports that consumer’s credit score as “zero” or “NA”, which most often renders a  
21 consumer unable to obtain any new credit.

22           31. Experian and its competitor credit reporting agencies have repeatedly  
23 been sued for inaccurately reporting living consumers as deceased. *Sheldon v.*  
24 *Experian Info. Sols., Inc.*, No. CIV.A. 08-5193, 2010 WL 3768362 (E.D. Pa. Sept.  
25 28, 2010); *Aslani v. Corelogic Credco, LLC*, No. 1:13-cv-2635-CC-LTW, 2014 WL  
26 12861199, at \*1 (N.D. Ga. Aug. 18, 2014), *report and recommendation adopted*, No.  
27 1:13-cv-2635-CC-LTW, 2014 WL 12861361 (N.D. Ga. Sept. 8, 2014); *Sheffer v.*  
28 *Experian Info. Sols., Inc.*, No. CIV.A. 02-7407, 2003 WL 21710573, at \*2 (E.D. Pa.

1 July 24, 2003); *Oxfurth v. Experian Info. Sols., Inc.*, 1:14-cv-123 (E.D. Va.); *Boris v.*  
 2 *Experian Info. Sols., Inc.*, 7:16-cv-206 (W.D. Va.); *Baldwin v. Equifax Information*  
 3 *Servs., LLC* No. 2 :20cv286 (E.D. Va.); *Pang v. Credit Plus, Inc.*, 1:20-cv-122 (D.  
 4 Md.); *Schmitt v. Chase Manhattan Bank, N.A.*, No. 0:03:-cv-3295 (D. Minn. 2005);  
 5 *Perez v. Trans Union, LLC, et al.*, 526 F. Supp. 2d 504, 509–10 (E.D. Pa. 2007).

6 32. Despite having been put on notice from numerous prior lawsuits  
 7 challenging Experian’s lack of procedures to verify whether a consumer is actually  
 8 deceased before reporting a consumer as deceased and without a credit score,  
 9 Experian has not modified its procedures, or lack thereof, to assure that the credit  
 10 reports it prepares, publishes, and maintains are as accurate as maximally possible,  
 11 as required by § 1681e(b) of the FCRA.

12 33. Despite the fact that Experian has the ability to cross reference a  
 13 purportedly deceased consumer’s Social Security number with the Social Security  
 14 Administration’s Death Master File, or consult other available sources of information  
 15 to verify whether a given consumer is alive or deceased, Experian intentionally  
 16 chooses not to do so.

17 34. Accordingly, Experian’s violations of the FCRA are willful and it is  
 18 liable for punitive damages in an amount to be determined by the Court under 15  
 19 U.S.C. § 1681n.

## 20 **CLAIMS FOR RELIEF**

### 21 **COUNT I**

#### 22 **15 U.S.C. § 1681e(b)**

#### 23 **Failure to Follow Reasonable Procedures to Assure Maximum Possible Accuracy**

24 35. Plaintiff restates each of the allegations in the preceding paragraphs as  
 25 if set forth at length herein.

26 36. The FCRA mandates that “[w]henver a consumer reporting agency  
 27 prepares a consumer report it shall follow reasonable procedures to assure maximum  
 28

1 possible accuracy of the information concerning the individual about whom the  
2 report relates.” 15 U.S.C. § 1681e(b).

3 37. On numerous occasions, Experian assembled and published a patently  
4 false consumer report concerning Plaintiff.

5 38. Despite actual and implied knowledge that Plaintiff is not dead,  
6 Experian readily sold such false reports to one or more third parties, thereby  
7 misrepresenting Plaintiff, and ultimately, Plaintiff’s creditworthiness.

8 39. Experian violated 15 U.S.C. § 1681e(b) by failing to establish or to  
9 follow reasonable procedures to assure maximum possible accuracy in the  
10 preparation of the credit reports and credit files it published and maintains concerning  
11 Plaintiff.

12 40. As a result of this alleged conduct, action, and inaction, Plaintiff  
13 suffered actual damages, including but not limited to credit denials, damage to his  
14 credit rating, lost opportunities to enter into consumer credit transactions, and  
15 emotional distress, including stress, anxiety, aggravation, inconvenience,  
16 embarrassment, and frustration.

17 41. Experian’s conduct, actions, and inaction was willful, rendering it liable  
18 for punitive damages in an amount to be determined by the Court under 15 U.S.C. §  
19 1681n. In the alternative, Experian’s conduct, actions, and inaction was negligent,  
20 entitling the Plaintiff to recover under 15 U.S.C. § 1681o.

21 42. Plaintiff is entitled to recover actual damages, statutory damages, costs,  
22 and his attorney’s fees from Experian in an amount to be determined by the Court  
23 under 15 U.S.C. § 1681n and/or 15 U.S.C. § 1681o.

24 43. Plaintiff is entitled to recover attorneys’ fees and costs from Experian in  
25 an amount to be determined by the Court under 15 U.S.C. § 1681n and/or § 1681o.

26 WHEREFORE, Plaintiff demands judgment for compensatory, statutory, and  
27 punitive damages against Experian; for his attorneys’ fees and costs; for pre-  
28 judgment and post-judgment interest at the legal rate, and such other relief the Court

1 deems proper.

2 **DEMAND FOR JURY TRIAL**

3 44. Plaintiff demands a trial by jury.

4 Respectfully submitted,

5 **CHESTER L. HELDERMAN II**

6  
7 Dated: May 31, 2023

/s/ Sophia M. Rios

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